

# LCCI SERVICES – Room Hire User Agreement

## 1 INTRODUCTION

1.1 The Company warmly welcomes clients and their guests. Please read through these terms and conditions and contact us if you have any queries.

1.2 The following terms are used in this document:

“Agreement” is the letter of agreement and terms and conditions;

“Client” is the person, organisation, company or other body responsible for booking the Event and includes its employees, agents or subcontractors;

“Company” is LCCI Services Limited;

“Delegates” means people attending the Event;

“Event” is the event or training session in respect of which the Client has made a booking;

“Commerce House” is the building at Carlton Boulevard, Lincoln. LN2 4WJ;

“Hiring Period” the period of hire of the Venue;

“Terms and Conditions” are these terms and conditions; and

“The Venue” is the rooms hired, as shown in the Letter Agreement.

1.3 Hiring of the venue to any organisation, group or individual is at the absolute discretion of the Company.

1.4 Client and their guests are required to treat all users and staff with respect.

1.5 The Client (or any other person authorised in writing to the Company) must be present at all times during the hire period.

1.6 There are limited parking facilities available to Clients and their guests. These are on a first come first served basis and vehicles are parked at the risk of the owner.

1.7 The Hirer must allow the Company staff access to the premises at all times during the period of hire.

## 2 FACILITIES

2.1 The area of the Boardroom can accommodate up to 20 people. Breakout or separate meeting rooms 6 -8 people

2.2 There are separate male, female and disabled user toilets on the ground floor and on the second-floor landing which are available to the Client and their guests.

2.3 Small kitchens, accessible from the ground floor and second floor, are available but must be requested at the time of booking.

2.4 No other areas of Commerce House are included in the hire.

## 3 BOOKINGS

3.1 The booking form can be submitted by e-mail or handed to a member of the Company. Acceptance of the booking form does not imply acceptance of a booking.

3.2 Bookings will not be accepted from anyone under the age of 18.

3.3 The booking form must disclose full details of proposed use including DBS certificates where relevant. The hire is granted based on the details provided by the Hirer at the time of booking.

3.4 In the event of any variation of use by the Client or failure to comply with the requirements of full disclosure, the Company reserves the right to cancel the booking.

3.5 The Company may, if it deems necessary, request additional information from the Hirer.

3.6 The Company reserves the right to refuse any booking. This would include events or activities which the Company considers:

- to be an inappropriate use of the Commerce House;
- may present a threat to public safety;
- likely to create a disturbance or inconvenience to the residents in the neighbourhood;
- to be in conflict with any of the Company's policies or its aims and objectives;
- may embroil the Company in disrepute.

3.7 The Company is not required to provide any reasons for refusing bookings.

### Provisional Booking

3.8 If the booking is approved, the Client will be informed via e-mail or phone. The booking will be considered provisional until the initial payment (see 5) has been received.

3.9 A booking that is only provisional will be set aside if another Hirer is willing to make a confirmed booking.

### Confirmed Booking

3.10 A provisional booking will become a confirmed booking once the initial payment (see 5) has been received.

## 4 PRICES

4.1 Hire charges listed on the Company Website or within Tenant Agreements are valid for bookings made up to 2 months in advance.

4.2 The Company reserves the right to increase hire charges and will notify the Client giving them two months' notice.

4.3 The Client can then choose to accept the new charges or cancel the booking in which case any advance payments made will be returned to the Hirer.

# LCCI SERVICES – Room Hire User Agreement

## 5 PAYMENTS

5.1 Payments must be made via bank transfer to the Company bank account detailed on the invoice.

### Short Term Hire

5.2 An initial payment of 50% of the total cost must be paid before a booking can be confirmed. The remaining balance must be paid at least 14 days before the date of hire.

5.3 For bookings less than 14 days before the required date, 100% of the total cost must be paid for a booking to be confirmed.

### Long Term Hire

5.4 Payments must be made monthly in advance via a standing order or bank transfer.

5.5 Long term hires may only be granted for up to 6 months at a time. The renewal of long-term hires is at the discretion of the Company.

5.6 Long term hires for weekends may only be granted for up to 6 months at a time. The renewal of long-term weekend hires is at the discretion of the Company and may need to be adjusted to accommodate Short Term Hires.

## 6 PENALTY CHARGES

6.1 The hirer will be charged for:

- loss or damage to property (see 12);
- additional cleaning the Company has to undertake which should have been done by the hirer;
- finishing after the end time as agreed on the booking form (see 6.3);
- other costs incurred by the Company as a result of any breach of contract by the hirer.

6.2 An invoice for all penalty charges will be issued to the Client.

6.3 The charge for finishing after the agreed time is £20 for every 15 minutes. Due to commitments to other hirers and availability of staff, the hirer may not be permitted to finish after the agreed time.

6.4 Where a penalty charge becomes due for a long term hire, the Client will be required to pay the charge before their next scheduled hire and the hirer will not be permitted any further use of the centre until the payment has been received in full. If the payment is not received within 7 days, the penalty charge will be deducted from the deposit and the Company reserves the right to cancel any and all future bookings. If any monies remain due after deductions from the deposit, an invoice for the balance will be issued to the hirer for payment within 14 days.

# LCCI SERVICES – Room Hire User Agreement

## 7 CANCELLATION

7.1 The Company reserves the right to cancel bookings if the venue is rendered unfit for the intended use.

7.2 In the event of any cancellation or termination of the hiring no liability shall fall upon the Company, or any officer of the Company, in respect of any loss sustained or expenses incurred by the Client, or any other person, as a result thereof.

7.3 If the Client cancels the hiring following a confirmed booking, the hirer shall be liable to the Company for any costs, expenses and losses incurred by the Company. Depending on when the notice of cancellation is received, a percentage of the total hiring charge will be retained by the Company (see 8.1-8.4).

7.4 Cancellations or terminations will only be accepted in writing, and deemed effective upon receipt by the Company

## 8 RETENTIONS

8.1 4 days plus notice of cancellation – No Fee

8.2 72 Hours notice of cancellation – 25% of Room hire Fee

8.3 48 Hours notice of cancellation – 50% of Room Hire Fee

8.4 24 Hours or less notice of cancellation – 100% Room Hire Fee

8.5 Any additional arrangements made by the Company on behalf of Hirer's (e.g. catering) which cannot be cancelled or refunded will be charged in full to the Client.

## 9 DAMAGES, DECORATIONS & ADVERTISING

9.1 The Client shall ensure nails, screws or other fixings are not driven into the walls or floors or into any furniture or fittings or permit to be done anything likely to cause damage to the building or any such furniture or fittings.

9.2 The Client shall repay to the Company on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, which is damaged, destroyed, stolen or removed during the period of hiring.

9.3 The Client shall not display and shall ensure that no other person displays any advertisements relating to the hiring by affixing the same to or utilising the support of a lamp-post, guard rail, electricity relay box or any other item of street furniture except with the prior written consent of the Company.

9.4 No signs, posters, banners or similar shall be attached to any wall or other part of the building without the approval of the Company.

9.5 Where permission has been granted for placing signage, it should be fixed in the manner allowed by the Company and removed at the end of the hire period.

9.6 The Client may not use the name LCCI Service Limited, Commerce House or Lincolnshire Chamber of Commerce in any way in connection with their business other than to specify the location of the event.

## LCCI SERVICES – Room Hire User Agreement

9.7 The Client or their guests (whether invited or the members of the general public for open events) may not distribute any leaflets outside the Centre without express permission from the Company.

## 10 EQUIPMENT & ELECTRICAL INSTALLATIONS

10.1 The hirer shall ensure all tables and chairs are returned back to the places they were taken from.

10.2 The hirer shall ensure any keys issued are returned as agreed at the time of hiring.

10.3 All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. The Company disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.

10.4 The Client shall not alter, disconnect, or in any way interfere with the electricity nor install any additional lights.

10.5 The Clients shall not install any "bouncy castle" or similar equipment inside the centre.

10.6 The Client shall not be liable for any loss or damage to equipment brought in by the hirer or their guests.

## 11 FOOD & ALCOHOL

11.1 Clients agree to comply with food hygiene laws where food is being prepared for service. No food is to be stored in Commerce House

11.2 No food is to be cooked on a barbecue or any kind of cooking device outside of the building. All food preparation must be undertaken in the kitchen area.

11.3 The service and/or sale of alcohol is strictly prohibited.

## 12 ENTERTAINMENT AND NOISE LEVELS

12.1 The playing of music or other entertainment shall be restricted to the inside of the building and must cease at 8pm.

12.2 The Client is responsible for ensuring that their noise levels do not disturb other activities within the building or disturb local residents.

12.3 If amplified sound is used, the Company reserves the right to dictate acceptable volumes.

12.4 Commerce House may not be hired for any events involving entry tickets for admission.

12.5 The Client must ensure the noise levels during arrivals or departures are not such as to cause nuisance or inconvenience to occupiers of neighbouring properties.

# LCCI SERVICES – Room Hire User Agreement

## 13 WASTE

13.1 The hirer shall ensure all areas are clean and free of litter. All waste must be taken away by the hirer or put in the waste disposal facilities.

13.2 The hirer shall ensure no rubbish is left on the pavements or in the vicinity of Commerce House and all litter is picked up and disposed of appropriately.

## 14 CLEANING

14.1 At the completion of the Client's activity all tables, chairs and other furniture placed in their original positions and all areas left in a clean and tidy state.

14.2 The Client will ensure that any breakages of glass or spillage of food or drink are cleaned up immediately.

14.3 Where cleaning of the Venue is not to the Company's satisfaction or any damage has resulted from the cleaning, the Client will become liable for any additional costs incurred by the Company.

14.4 Any property or goods belonging to the Client remaining in the facility after the termination of the booking period will be disposed of at the discretion of the Company.

## 15 HEALTH & SAFETY

15.1 Clients, guests and members of the public are obliged at all times to fully comply with the standard health and safety rules. A copy is available on request.

15.2 It is illegal to smoke anywhere in the building.

15.3 No candles or incense sticks may be used in the building.

15.4 Fire exits must be kept clear at all times.

15.5 Fire apparatus must not be interfered with except as necessary in the cause of fighting a fire.

## 16 SAFEGUARDING

16.1 The Client is fully responsible for safeguarding of children (under the age of 18) and vulnerable adults where the parent or guardian of the child is not present during the hire.

16.2 The Client must have safeguarding policies that govern their organisation and ensure they adhere to those policies at all times and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines.

## 17 INSURANCE

17.1 The Client must obtain their own public liability insurance to adequately cover all liabilities for the forthcoming event for which the booking is made. The Company's own

## LCCI SERVICES – Room Hire User Agreement

insurance will under no circumstances cover any liability for the Client or anyone on the Clients' behalf.

### 18 INDEMNITY

18.1 The Client agrees to accept full responsibility and indemnify and keep indemnified the Company against any action, claim or demand whatsoever which arises or may arise as a result of the hire.

18.2 The Client agrees to accept full responsibility and indemnifies the Company for the loss, damage or theft of any equipment, property or personal belongings.

18.3 The Client fully indemnifies the Company of all responsibility for any safeguarding issues which arise during the hire and DBS certificates (where appropriate) should be submitted to the Company along with the hire form.

### 19 TERMINATION

19.1 The Company reserves the right to terminate any hiring in the event of any behaviour or action which is unlawful or damaging to Commerce House or its members. If such termination takes place, the hirer will forfeit the deposit and fees paid.

19.2 If for reasons beyond the control of the Company (the Company having used all reasonable endeavours to avoid the same) it is necessary for the Company to close all or part of the building or cancel the booking, the Company may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the Client and in that event the Company shall, unless there has been a breach of any of the conditions of this Agreement, return the due proportion of the amount paid for the use of the Accommodation but the Client and other persons attending the booking shall have no further claim whatsoever against the Company in respect of such termination of the Agreement. See also section 7.

19.3 In any event, and notwithstanding anything in this Agreement, the Company will not be liable to the Client, its guests, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the hirer in the event of cancellation of the function or termination of this Agreement by the Company.

### 20 EMERGENCY PROCEDURES

20.1 The hirer must comply with the Company's Emergency Procedures. If the fire alarm is sounded, everyone should leave the building immediately by the nearest fire exit. No one should return to the hall until permission has been obtained from the Company.

20.2 In the event of a fire, the emergency services shall be informed by calling 999.

# LCCI SERVICES – Room Hire User Agreement

## 21 ENGLISH LAW

21.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

## 22 STATUTORY RIGHTS

22.1 This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the hirer any Statutory rights under the Landlord and Tenants Acts.

## 23 CONTRACTS (RIGHTS of THIRD PARTIES ACT 1999)

23.1 Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not party hereto.

## 24 RESPONSIBILITY

24.1 Officers of the Client making the booking and signatories to this Agreement bear the responsibility for any violation of the Agreement by all guests.

24.2 Where the Client is an organisation, the Management Committee of the organisation referred to in the hiring application shall be jointly and severally liable with the Hirer for complying with this agreement.

I accept the terms and conditions of rental set out above:

Name of client:
Signed for and on behalf of the client:
Print name of signatory:
Date of signature: